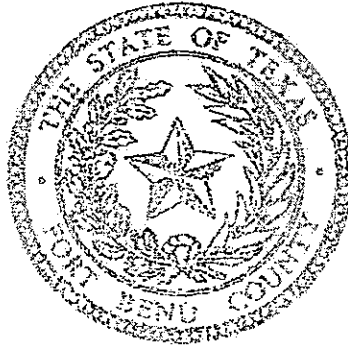


**Fort Bend County, Texas
Invitation for Bid**



**Congestion Mitigation/Turn Lane Improvements
for Fort Bend County
BID 16-030**

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond TX 77469

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Thursday, October 22, 2015
1:30 PM (Central)

MARK ENVELOPE:

Bid 16-030
Turn Lanes

*ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE
BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED
UNOPENED.*

Results will not be given by phone.
Results will be provided to bidders in writing
after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests for
information must be in writing and directed
to:

Debbie Kaminski, CPPB
Assistant County Purchasing Agent
Debbie.Kaminski@fortbendcountytexas.gov

Prepared: 09/23/15
Issued: 09/30/15

Vendor Information

ISI Contracting, Inc.

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-233-8030

281-233-8021

Telephone Number

Facsimile Number

5215 Fidelity St.

Complete Mailing Address (for Correspondence)

Houston TX 77029

City, State and Zip Code

Complete Remittance Address (if different from above)


City, State and Zip Code

Mark Browne Chief Estimator

Authorized Representative and Title (printed)

mbrowne@infrastructure-inc.com

Authorized Representative's Email Address


Signature of Authorized Representative

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Addendums: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms Debbie Kaminski, County Assistant Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, phone number (281) 341-8643, e-mail: Debbie.Kaminski@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be mailed by certified mail, return receipt requested, to all prospective bidders. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addendum issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is **Thursday, October 15, 2015 at 10:00 a.m.** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number.
- 1.8 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so has been received in the Office of the Fort Bend County Purchasing Agent.
- 1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is **NOT** the

only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

- 1.14 **Disqualification of Bidder:** Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.15 **Awards:** Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.
- 1.16 **Contract Obligation:** Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

2.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to complete Congestion Mitigation Turn Lane Improvements: Construction of Turn Lanes, Traffic Signals, and Drainage Improvements at the Intersections of 1) Fry Road at Seven Meadows Parkway, 2) Cinco Ranch Boulevard at Westheimer Parkway, 3) Westheimer Parkway and Commercial Center Drive, 4) Fry Road at Grand Parkway (SH 99), 5) Westheimer Parkway at Grand Parkway (SH 99) and 6) Fry Road at the Western Most Driveway of World Food Market, hereinafter referred to as the "Project," as specified herein.

3.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Thursday, October 8, 2015 at 9:00AM (CST)**. The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the

Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469. All bidders are encouraged to attend.

4.0 LIQUIDATED DAMAGES:

If the Project is not substantially complete within the contract time as adjusted by extension of time approved by Commissioner Court, Fort Bend County will deduct (from the final payment, as liquidated damages), the sum of five hundred (\$500.00) per calendar day that the Project remains not substantially complete, such sum is agreed upon as a reasonable and proper measure of damages which Fort Bend County will sustain per day by failure of Contractor to substantially complete work within the contract time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

5.0 COMPLETION TIME AND PAYMENT:

5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.

5.2 Based upon Applications for payment submitted to the Engineering Department, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.

5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.

5.2.2 Provided an application for payment is received by the Engineering Department not later than the 15th day of a month, Fort Bend County shall make payment to the Contractor not later than the 15th day of the next month. If an application for payment is received by the Engineering Department after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the Engineering Department receives the application for payment.

5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:

5.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).

- 5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).
- 5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.
- 5.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:
- Add, upon substantial completion of the Project, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Fort Bend County shall determine for incomplete work and unsettled claims.
- 5.2.4.5 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Fort Bend County to the Contractor when the Contract has been fully performed by the Contractor.
- 5.3 Before the first application for payment, the Contractor shall submit to the Engineering Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Engineering Department may require. This schedule, unless objected to by the Engineering Department shall be used as a basis for reviewing the Contractor's application for payment.
- 5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.
- 5.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

6.0 LIMIT OF APPROPRIATION:

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing

this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes enuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

7.0 RIGHT TO ASSURANCE:

Whenever Fort Bend County in good faith has reason to question the Contractor's intent to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

8.0 PERFORMANCE AND PAYMENT BONDS:

In the event the total accepted bid price exceeds \$25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

9.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

10.0 INSURANCE:

10.1 All respondents must submit, **WITH BID**, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

10.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:

10.2.1 Workers Compensation in accordance with the laws of the State of Texas.

Substitutes to genuine Workers' Compensation Insurance will not be allowed.

- 10.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 10.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 10.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 10.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 10.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 10.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 10.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

11.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 11.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 11.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 11.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

12.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each

worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX150056 01/02/2015 TX56

Superseded General Decision Number: TX20140056

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	\$ 12.98	
ELECTRICIAN	\$ 27.11	
FORM BUILDER/FORM SETTER		
Paving & Curb	\$ 12.34	
Structures	\$ 12.23	
LABORER		
Asphalt Raker	\$ 12.36	
Flagger	\$ 10.33	
Laborer, Common	\$ 11.02	
Laborer, Utility	\$ 11.73	

Pipelayer	\$ 12.12
Work Zone Barricade Servicer	\$ 11.67
PAINTER (Structures)	\$ 18.62
POWER EQUIPMENT OPERATOR:	
Asphalt Distributor	\$ 14.06
Asphalt Paving Machine	\$ 14.32
Broom or Sweeper	\$ 12.68
Concrete Pavement Finishing Machine	\$ 13.07
Concrete Paving, Curing, Float, Texturing Machine	\$ 11.71
Concrete Saw	\$ 13.99
Crane, Hydraulic 80 Tons or less	\$ 13.86
Crane, Lattice boom 80 tons or less	\$ 14.97
Crane, Lattice boom over 80 Tons	\$ 15.80
Crawler Tractor	\$ 13.68
Excavator, 50,000 pounds or less	\$ 12.71
Excavator, Over 50,000 pounds	\$ 14.53
Foundation Drill, Crawler Mounted	\$ 17.43
Foundation Drill, Truck Mounted	\$ 15.89
Front End Loader 3 CY or Less	\$ 13.32
Front End Loader, Over 3 CY	\$ 13.17
Loader/Backhoe	\$ 14.29
Mechanic	\$ 16.96
Milling Machine	\$ 13.53
Motor Grader, Fine Grad	\$ 15.69
Motor Grader, Rough	\$ 14.23
Off Road Hauler	\$ 14.60
Pavement Marking Machine	\$ 11.18
Piledriver	\$ 14.95
Roller, Asphalt	\$ 11.95
Roller, Other	\$ 11.57
Scraper	\$ 13.47
Spreader Box	\$ 13.58
 Servicer	 \$ 13.97
 Steel Worker	
Reinforcing Steel	\$ 15.15
Structural Steel Welder	\$ 12.85
Structural Steel	\$ 14.39
 TRUCK DRIVER	
Low Boy Float	\$ 16.03
Single Axle	\$ 11.46
Single or Tandem Axle Dump	\$ 11.48
Tandem Axle Tractor w/Semi Trailer	\$ 12.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union

data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

13.0 PERMITS:

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Fort Bend County.

14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

14.1 Preconstruction Work. Contractor shall do (or cause to be done) the following as preconstruction work:

14.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

14.1.2 Review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

14.2 Construction Work. Contractor shall do (or cause to be done) the following as construction work:

14.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.

14.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.

14.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.

14.2.4 **Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Fort Bend County and this Contract; the frequency of testing shall be approved by Fort Bend County. It is the contractor's responsibility to engage a material testing laboratory to perform testing on the structural concrete to be used for foundation work in this project. The cost of testing shall be incidental to bid item for drill shaft foundation. Testing of concrete shall comply with current TXDOT criteria. Contractor has to submit the name of the testing laboratory, intended to be used by the contractor for this project, for County's approval.**

14.3 Standards for Review and Approval.

14.3.1 Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.

14.3.2 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.

14.3.3 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.

14.3.4 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction there over. Fort Bend County agrees to exercise its rights of review and

approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

14.4 Changes.

14.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

14.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

14.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.

- 14.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.
- 14.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.
- 14.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.
- 14.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.
- 14.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 14.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using

qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.

- 14.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.
- 14.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the

following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

- 14.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.
- 14.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.
- 14.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.
- 14.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.

15.0 TERMINATION:

- 15.1 Fort Bend County may terminate the Contract if the Contractor:
 - 15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
 - 15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
 - 15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
 - 15.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 15.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - 15.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
 - 15.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.
- 15.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.
- 15.4 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

16.0 COMPLETION, TRANSFER, AND ACCEPTANCE:

- 16.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.

- 16.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

- 17.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.
- 17.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
- 17.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
- 17.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 17.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

18.0 INDEPENDENT CONTRACTOR:

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents; representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

19.0 NOTICE

- 19.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Engineering

Department, 301 Jackson, Richmond, Texas 77469, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

- 19.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

20.0 RECORDS:

- 20.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.
- 20.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

21.0 SUCCESSORS AND ASSIGNS:

- 21.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.
- 21.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.
- 21.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

22.0 PUBLIC CONTACT:

Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of Fort Bend County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of Fort Bend County, except where required to do so by law.

23.0 MODIFICATIONS:

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

24.0 SILENCE OF SPECIFICATIONS:

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

25.0 SEVERABILITY:

In the event one or more of the provisions contained in these requirements or the specifications shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

26.0 GOVERNING FORMS:

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

27.0 TAX EXEMPT:

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

28.0 ENTIRE AGREEMENT:

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto

are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

29.0 APPLICABLE LAW AND VENUE

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

30.0 ENCLOSURE:

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

Enclosure #1 – Specifications and Plans

31.0 PRICING: Complete unit pricing form.

32.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents within 240 calendar days (maximum of 240 calendar days) after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Engineering Department.

33.0 AWARD:

This contract will be awarded to the lowest and best bid.

34.0 ADDITIONAL REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

34.1 Vendor Form

34.2 W9 Form

34.3 Tax Form/Debt/Residence Certification

**Contract Sheet
Bid 16-030**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**


This memorandum of agreement made and entered into on the 15 day of December 15, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and ISI Contracting, Inc.
(hereinafter designated Contractor).
(company name)


WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Congestion Mitigation Turn Lane Improvements** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 15 day of December 20 15.

By:  Fort Bend County, Texas
County Judge, **Robert Hebert**

By: 
Signature of Contractor

By: Mark Browne Chief Estimator
Printed Name and Title



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #	<input type="text"/>	Dun and Bradstreet #
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	ISI Contracting, Inc.	Year Business was Established <u>1974</u>
Remittance Address	5215 Fidelity St.	
City/State/Zip	Houston TX 77029	
Physical Address	5215 Fidelity St.	
City/State/Zip	Houston TX 77029	
County	Fort Bend County Other: <u>Harris</u>	
Phone/Fax Number	Phone: <u>281-233-8000</u> Fax: <u>281-233-8021</u>	
Contact Person	Mark Browne	
E-mail	mbrowne@infrastructure-inc.com	
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input checked="" type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ISI Contracting, Inc.		
	2 Business name/disregarded entity name, if different from above _____		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) ISI Contracting, Inc.		Requester's name and address (optional)
	6 City, state, and ZIP code 5215 Fidelity St. Houston TX 77029		
	7 List account number(s) here (optional) _____		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or									
Employer identification number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>									

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 10/22/2015
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Ashley Britt Russell, Barry K. McCord, Brett A. Tisdale, David G. Miclette, David T. Miclette, Edward G. Britt, Jr., Heather Noles, Joni Bowen, Kristi Lovett, Michael F. Tubbs, Rita G. Gulizo, Robert C. Davis, Samuel F. Bowen, Susan D. Zapalowski and Tabitha Reedy of Houston, TX (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company:

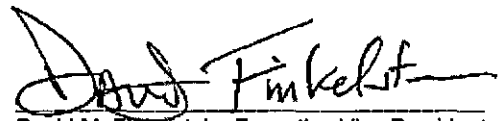
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 21st day of May, 2015.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

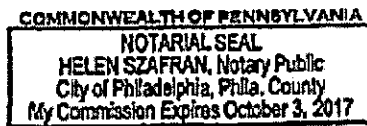



David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.





Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 21, 2015 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

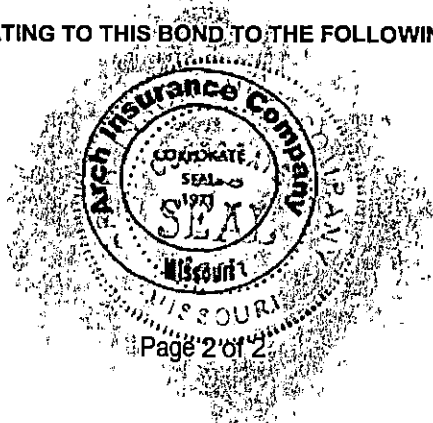
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 22nd day of October, 2015.

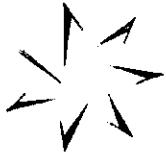

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102





ARCH Insurance Company

ARCH Surety

TEXAS CONSUMER NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent at the telephone number provided on the Declarations page of your policy.

You may contact William J. Misero, Surety, Arch Insurance Company, at the toll-free telephone number or address provided below:

**Arch Insurance Company
Attention: William J. Misero
3 Parkway Suite 1500
Philadelphia PA 19102
1-866-472-8845**

You may contact the Texas Department of Insurance to obtain information on companies' coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149091
Austin, TX. 78714-9091
FAX# (512) 475-1771**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Project References

COMPLETED JOBS OF SIMILAR TYPE					
JOB NAME	OWNER	AMOUNT	COMPLETION DATE	CONTACT	PHONE
Reconstruct Meadow Street Overpass	TxDOT	\$ 1,881,999.00	February, 2015	Jesse Garcia, P.E.	713-934-5900
Concrete Paving Challenger Rd	COH Airport System	\$ 3,165,000.00	March 2015	Keven Gulsby, P.E.	281-230-8728
Metro SE Corridor Improvements	Metro Transit Auth	\$ 1,817,070.00	April 2015	Don Peiper	713-739-4884
Sugarland Improvements Various Projects	City of Sugarland	\$ 25,000.00	May-June 2014	Chris Steubing, P.E.	281-275-2780
Txdot General Maintenance	TXDOT		May 2014	Quicny Allen, P.E.	713-802-5551
			ON Going Work		
Fort Bend Co. Toll Road Authority	Fort Bend Co.	\$ 2,750,000.00	October 2017	Mike Stone	281-343-0712
Contract 342 Ship Channel Bridge EZ tag conversion	HCTRA	\$ 6,768,000.00	January 2016	Quinton Alberto, P.E.	832-601-7800
Contract 422 - Hardy Toll Road Improvements	HCTRA	\$ 4,490,409.00	August 2016	Quinton Alberto, P.E.	832-601-7800

BID FORM

**To: County Assistant County Purchasing Agent
Fort Bend County
301 Jackson, Suite 201
Rosenburg, Texas, 77469**

Project: Construction of turn lanes and other improvements at:
1. Fry Road at Seven Meadows Parkway.
2. Cinco Ranch Boulevard at Westheimer Parkway.
3. Westheimer Parkway and Commercial Center Drive
4. Fry Road and SH 99.
5. Westheimer Parkway and SH 99
6. Fry Road at the Western-most driveway of Whole Foods Market

Bid No.: 16-030

Bidder: ISI Contracting, Inc.
(Print or type full name of proprietorship, partnership, corporation or joint venture)

1.0 TOTAL BID PRICE HAS BEEN CALCULATED BY BIDDER, USING THE FOLLOWING COMPONENT PRICES AND PROCESS (PRINT OR TYPE NUMERICAL AMOUNTS:

BASE UNIT PRICE TABLE:

Construction of Turn Lanes and Other Intersection Improvements: Bid 16-030 Bid Form
 Seven Meadows Parkway at Fry Road, Cinco Ranch Boulevard at Westheimer Parkway, Westheimer Pkwy and Commercial Center Drive, SH 99 at Fry Road, SH 99 at Westheimer Parkway, Fry Rd at Whole Foods Market Driveway.

A. SITE PREPARATION AND EARTHWORK ITEMS:

ITEM NO.	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT QUANT	UNIT PRICE	AMOUNT
1.	TxDOT 100	PREPARING ROW (TREE)(0-6"DIA)	EA	3	105	315
2.	TxDOT 100	PREPARING ROW (TREE)(6"- 24" DIA)	EA	26	975	25350
3.	TxDOT 100	PREPARING ROW (TREE)(OVER 24" DIA)	EA	8	1200	9600
4.	TxDOT 104	REMOV CONC (PAV)(8" - 10")	SY	903.8	75	67785
5.	TxDOT 104	REMOV CONC (SIDEWALK, RAMP OR DRIVEWAY)	SY	641	33	21153
6.	TxDOT 110	EXCAVATION (ROADWAY)	CY	2410	31	74710
SITE PREPARATION AND EARTHWORK ITEMS SUBTOTAL						198,913

B. PAVING ITEMS:

ITEM NO.	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT QUANT	UNIT PRICE	AMOUNT
7.	TxDOT 134	BACKFILL TYPE B	STA	40.5	475	19237.50
8.	TxDOT 162	BLOCK SODDING INCLUDING WITH WATERING	SY	2600	4	10400
9.	TxDOT 276	CEM TRT (PLANT MX)(CL N)(TY E)(GR 4) 8"	SY	3984	35	139,440
10.	TxDOT 360	CONC CURB (MONO) (TYPE II)	LF	4054	8	32,432
11.	TxDOT 360	CONC PAV (JOINTED REINFORCED) (8")	SY	3984	92	366,528
12.	TxDOT 528	COLORLED TEXTURED CONC (6")	SY	60	160	9600
13.	TxDOT 530	CONCRETE DRIVEWAYS	SY	134	103	13802
14.	TxDOT 3061	FAST TRACK CONC (CONT REINF HY STL)(13")	SY	146	172	25112
15.	TxDOT 531	CONCRETE SIDEWALK	SY	406	88	35728

Construction of Turn Lanes and Other Intersection Improvements: Bid 16-030 Bid Form
 Seven Meadows Parkway at Fry Road, Cinco Ranch Boulevard at Westheimer Parkway, Westheimer Pkwy and Commercial Center Drive, SH 99 at Fry Road, SH 99 at Westheimer Parkway, Fry Rd at Whole Foods Market Driveway.

16.	TxDOT 531	CURB RAMP (TYPE 1)	EA	5	3700	18500
17.	TxDOT 531	CURB RAMP (TYPE 2)	EA	1	3700	3700
18.	TxDOT 531	CURB RAMP (TYPE 7)	EA	4	3700	14800
19.	TxDOT 536	CONC DIRECTIONAL ISLAND	LF	56	95	5320
PAVING ITEMS SUBTOTAL						694,599.50

C. DRAINAGE, OTHER UTILITY ITEMS AND SIGNAL POLE FOUNDATION:

ITEM NO.	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT QUANT	UNIT PRICE	AMOUNT
20.	TxDOT 400	CEM STABILIZED BACKFILL (PIPE)	CY	6	50	300
21.	TxDOT 400	CEM STABILIZED BACKFILL (INLET OR MH)	CY	6.5	70	455
22.	TxDOT 416	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	44	550	24,200
23.	TxDOT 432	RIPRAP (CONC) (4 IN)	CY	4.5	485	2182.50
24.	TxDOT 464	RC PIPE (CL III) (18")	LF	92	152	13984
25.	TxDOT 464	RC PIPE (CL III) (24")	LF	20	168	3360
26.	TxDOT 465	MANHOLE (COMPL) (TYPE M)	EA	2	6000	12000
27.	TxDOT 465	INLET (COMPL)(TY A)	EA	1	4300	4300
28.	TxDOT 465	MANHOLE (COMPL) (TYPE A)	EA	3	4900	14700
29.	TxDOT 465	INLET (COMPL) (TY C)	EA	6	4600	27600
30.	TxDOT 465	INLET EXT	EA	4	1100	4400
31.	TxDOT 479	ADJ MANHS (STORM SEWER)	EA	3	325	975
32.	TxDOT 479	ADJ MANHS & INLETS	EA	1	1200	1200
33.	TxDOT 479	ADJ MANHS (SANITARY)	EA	1	325	325

Construction of Turn Lanes and Other Intersection Improvements: Bid 16-030 Bid Form
 Seven Meadows Parkway at Fry Road, Cinco Ranch Boulevard at Westheimer Parkway, Westheimer Pkwy and Commercial Center Drive, SH 99 at Fry Road, SH 99 at Westheimer Parkway, Fry Rd at Whole Foods Market Driveway.

34.	TxDOT 496	REMOV STR (INLET)	EA	5	^{118.} 9 950	4750
35.	TxDOT 496	REMOV STR (PIPE)	LF	90	57	\$130
DRAINAGE ITEMS SUBTOTAL						119,861. ⁵⁰

D. TRAFFIC CONTROL, SIGNING AND PAVEMENT MARKING ITEMS:

ITEM NO.	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT QUANT	UNIT PRICE	AMOUNT
36.	TxDOT 502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	8	36,000	288,000
37.	TxDOT 636	ALUMINUM SIGNS (TY A) (TRAFFIC SIGNAL MAST ARM MOUNTED)	EA	13	390	5070
38.	TxDOT 644	INS SM RD SN SUP & AM TY 10BWG	EA	26	450	11700
39.	TxDOT 644	INS SM RD SN SUP&AM TY S80(1)SA(U)	EA	1	800	800
40.	TxDOT 644	RELOCATE EXISTING GROUND MOUNTED SIGN	EA	9	600	5400
41.	TxDOT 666	REFL PAV MRK TY I (W) 4" (BRK)(100MIL) WITH 30' GAP (TOTAL LENGTH)	LF	3764	.20	752.80
42.	TxDOT 666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	360	.70	252.-
43.	TxDOT 666	REFL PAV MRK TY I (W) 6" (DOT)(100MIL)	LF	412	1.40	576.80
44.	TxDOT 666	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	3717	1.20	4460.40
45.	TxDOT 666	REFL PAV MRK TY I (W) 12" (SLD)(100MIL)	LF	1273	3.00	3819.00
46.	TxDOT 666	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	LF	1478	5.80	8572.40
47.	TxDOT 666	REFL PAV MRK TY I (W) (ARROW) (100MIL)	LF	31	140	4340
48.	TxDOT 666	REFL PAV MRK TY I (W) (DBL ARROW) (100MIL)	EA	2	208	416
49.	TxDOT 666	REFL PAV MRK TY I (W)(MED NOSE)(100MIL)	EA	2	150	300
50.	TxDOT 666	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	25	160	4000

Construction of Turn Lanes and Other Intersection Improvements:

Bid 16-030

Bid Form

Seven Meadows Parkway at Fry Road, Cinco Ranch Boulevard at Westheimer Parkway, Westheimer Pkwy and Commercial Center Drive, SH 99 at Fry Road, SH 99 at Westheimer Parkway, Fry Rd at Whole Foods Market Driveway.

51.	TxDOT 666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	EA	40	.70	28
52.	TxDOT 666	REFL PAV MRK TY I (Y)(MED NOSE)(100MIL)	EA	18	1.50	27.00
53.	TxDOT 672	REFL PAV MRKR TY II-A-A	EA	18	4.60	82.80
54.	TxDOT 672	REFL PAV MRKR TY II-C-R	EA	290	4.60	1334.00
55.	TxDOT 677	ELIM EXT PAV MRK & MRKS(4")	LF	4255	.30	1276.50
56.	TxDOT 677	ELIM EXT PAV MRK & MRKS(8")	LF	1095	.70	766.50
57.	TxDOT 677	ELIM EXT PAV MRK & MRKS(12")	LF	1248	1.50	1872
58.	TxDOT 677	ELIM EXT PAV MRK & MRKS(24")	LF	1224	2.60	3182.40
59.	TxDOT 677	ELIM EXT PAV MRK (ARROW)	EA	8	.50	400 440 18
60.	TxDOT 677	ELIM EXT PAV MRK (WORD)	EA	8	.55	440
61.	TxDOT 678	PAV SURF PREP FOR MRK (4")	LF	4536	.06	272.16
62.	TxDOT 678	PAV SURF PREP FOR MRK (8")	LF	3717	.25	929.25
63.	TxDOT 678	PAV SURF PREP FOR MRK (12")	LF	1273	.90	1145.70
64.	TxDOT 678	PAV SURF PREP FOR MRK (24")	LF	1432	1.80	2577.60
65.	TxDOT 678	PAV SURF PREP FOR MRK (ARROW)	EA	31	.24	744
66.	TxDOT 678	PAV SURF PREP FOR MRK (DBL ARROW)	EA	2	.36	72
67.	TxDOT 678	PAV SURF PREP (WORD)	EA	25	.30	750
68.	TxDOT 662	WK ZN PAV MRK REMOV (REFL) TY II-C-R	EA	147	4.75	698.25
69.	TxDOT 662	WK ZN PAV MRK REMOV (W) 4" (BRK)	LF	5150	.60	3090
70.	TxDOT 662	WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	642	.95	609.90
71.	TxDOT 662	WK ZN PAV MRK REMOV (W) 8" (SLD)	LF	1079	1.90	2050.10

Construction of Turn Lanes and Other Intersection Improvements: Bid 16-030 Bid Form
 Seven Meadows Parkway at Fry Road, Cinco Ranch Boulevard at Westheimer Parkway, Westheimer Pkwy and Commercial Center Drive, SH 99 at Fry Road, SH 99 at Westheimer Parkway, Fry Rd at Whole Foods Market Driveway.

72.	TxDOT 662	WK ZN PAV MRK REMOV (W) ARROW	EA	6	245	1470
73.	TxDOT 662	WK ZN PAV MRK REMOV (W) WORD	EA	6	275	1650
TRAFFIC CONTROL, SIGNING AND PAVEMENT MARKING ITEMS SUBTOTAL						366,600⁵⁶

E. TRAFFIC SIGNAL ITEMS:

ITEM NO.	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT QUANT	UNIT PRICE	AMOUNT
74.	TxDOT 618	CONDT(PVC)(SCHD 80)(4")	LF	44	18	792
75.	TxDOT 618	CONDT(PVC)(SCHD 80)(3")	LF	149	18	2682
76.	TxDOT 618	CONDT(PVC)(SCHD 80)(4" BORE)	LF	300	37	11,100
77.	TxDOT 620	ELEC CONDR (NO. 6) BARE	LF	518	1.66	828.80
78.	TxDOT 624	GROUND BOX TY A (122311) W/ APRON	EA	5	700	3500
79.	TxDOT 624	GROUND BOX TY C (122311) W/ APRON	EA	1	1680	1680
80.	TxDOT 644	RELOCATE EXIST STREET SIGNS (MAST ARM MOUNTED)	EA	2	550	1100
81.	TxDOT 680	REMOVE TRAFFIC SIGNAL (POLES) & CUT FND 3' BELOW FINISH SURFACE	EA	2	1800	3600
82.	TxDOT 680	RELOCATE EXISTING PEDESTRIAN SIGNAL SEC	EA	4	2000	8000
83.	TxDOT 682	REPLACE EXISTING EASTBOUND LEFT TURN SIGNAL HEAD WITH NEW SIGNAL HEAD "C" (RED ARROW, STEADY YELLOW ARROW, FLASHING YELLOW ARROW, GREEN ARROW) INCLUDES CABLES, CABLES, SOFTWARE ETC. FOR A COMPLETE FLASHING LEFT TURN YELLOW OPERATION FOR EASTBOUND WESTHEIMER PRKW APPROACH AT COMMERCIAL CENTER BLVD.	LS	1	6100	6100

Construction of Turn Lanes and Other Intersection Improvements:

Bid 16-030

Bid Form

Seven Meadows Parkway at Fry Road, Cinco Ranch Boulevard at Westheimer Parkway, Westheimer Pkwy and Commercial Center Drive, SH 99 at Fry Road, SH 99 at Westheimer Parkway, Fry Rd at Whole Foods Market Driveway.

84.	TxDOT 680	ADJUST INTERSECTION SIGNAL TIMING & PHASING AND PROVIDE VIDEO IMAGING VEHICLE DETECTION SYSTEM (VIVDS) ZONES AS REQUIRED BY FORT BEND COUNTY ENGINEERING DEPARTMENT FOR NEW AND/OR EXISTING TRAFFIC LANES. THE INTERSECTIONS ARE, 1) FRY RD AT SEVEN MEADOWS, 2) FRY RD AT SH 99, 3) WESTHEIMER PKWY AT SH99, CINCO RANCH BLVD AT WESTHEIMER PKWY, & 5) WESTHEIMER PKWY AT COMMERCIAL LANE DR.	LS	5	6100	30,500
85.	TxDOT 682	BACK PLATE (12IN)(3 SEC)	EA	8	115	920
86.	TxDOT 682	BACK PLATE (12IN)(4 SEC)	EA	2	140	280
87.	TxDOT 682	VEH SEC (12 IN) LED (GRN ARW)	EA	6	225	1350
88.	TxDOT 682	VEH SEC (12 IN) LED (GRN)	LF	4	225	900
89.	TxDOT 682	VEH SEC (12 IN) LED (YEL ARW)	LF	8	225	1800
90.	TxDOT 682	VEH SEC (12 IN) LED (YEL)	LF	4	225	900
91.	TxDOT 682	VEH SEC (12 IN) LED (RED ARW)	EA	6	225	1350
92.	TxDOT 682	VEH SEC (12 IN) LED (RED)	EA	4	225	900
93.	TxDOT 684	TRAF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	1830	1.25	2287.50
94.	TxDOT 684	TRAF SIG CBL (TY A)(12 AWG)(4 CONDR)	LF	1455	1.70	2473.50
95.	TxDOT 684	TRAF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF	2951	2.10	6197.10
96.	TxDOT 686	INS TRAF SIG PL AM (S) 1 ARM (55')	EA	2	17000	34000
97.	TxDOT 690	REMOVAL OF PEDESTRIAN PUSH BUTTON & SIGNS	EA	4	275	1100
98.	TxDOT 690	INSTALL PED PUSH BUTTONS & SIGNS (EXIST)	EA	4	275	1100
99.	TxDOT 690	REMOVE PED POLE ASSM	EA	1	875	875
100.	TxDOT 3062	VIVDS CAMERA ASSEMBLY	EA	2	3600	7200
101.	TxDOT 3062	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	858	1.90	1629.20

Construction of Turn Lanes and Other Intersection Improvements: Bid 16-030 Bid Form
 Seven Meadows Parkway at Fry Road, Cinco Ranch Boulevard at Westheimer Parkway, Westheimer Pkwy and Commercial Center Drive, SH 99 at Fry Road, SH 99 at Westheimer Parkway, Fry Rd at Whole Foods Market Driveway.

102.	TxDOT 3062	VIVDS POWER (3 CONDR -#16 AWG)	LF	858	1.90	1630.70
TRAFFIC SIGNAL ITEMS SUBTOTAL						

F. STORM WATER POLLUTION PREVENTION ITEMS

ITEM NO.	SPEC NO.	ITEM DESCRIPTION	UNIT	UNIT QUANT	UNIT PRICE	AMOUNT
103.	TxDOT 1122.	BIOGRADE EROSION CONTROL LOGS (12" DIA) INSTALL	LF	84	4	336
104.	TxDOT 1122	BIODEGRADABLE EROSION CONTROL LOGS REMOVE	LF	84	1	84
SWPPP ITEMS SUBTOTAL						420

TOTAL BID PRICES FOR ALL ITEMS = 1,517,170.⁸⁶

G. ALLOWANCES

ALLOWANCE NO.	ALLOWANCE DESCRIPTION	UNIT	AMOUNT
1.	ADJUST WATERLINE APPURTENANCES BY MUD	At Cost	\$40,000.00
2.	ADJUST STREET LIGHTS BY CENTERPOINT ENERGY	At Cost	\$20,000.00
ALLOWANCE SUBTOTAL			\$60,000.00

Construction of Turn Lanes and Other Intersection Improvements: Bid 16-030 Bid Form
Seven Meadows Parkway at Fry Road, Cinco Ranch Boulevard at Westheimer Parkway, Westheimer Pkwy and Commercial Center Drive, SH 99 at Fry Road, SH 99 at Westheimer Parkway, Fry Rd at Whole Foods Market Driveway.

NOTE:

- (1) Allowances determined prior to bid can be increased by Bidder by crossing out minimum and noting the revised price in the appropriate box.

TOTAL BID PRICE:

(Add totals for Items and Allowances listed above)

\$ 1,577,170.⁸⁶


2.0 SIGNATURES: By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the addenda in calculating the Total Bid Price.

Bidder:

ISI Contracting, Inc.

(Print or type full name of your proprietorship, partnership, corporation or joint venture)

**By



10/22/2015

Signature

Date

Name:

Mark Browne

Chief Estimator

(Print or Type name)

Title

Address:

5215 Fidelity St. Houston TX 77029

(Mailing)

(Street if different)

Telephone and Fax Number: 281-233-8030 281-233-8021 fax

(Print or Type Numbers)

* If Bid is a joint venture, add additional Bid Form signature sheets for each member of the joint venture.

** Bidder certifies that the only person or parties interested in this offer as principals are those names above. Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding.

NOTE: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

BID WILL BE VERIFIED, COMMISSIONER'S COURT CAN APPROVE AWARD TO 2ND LOWEST BIDDER IF WITHIN CERTAIN CRITERIA.

END OF DOCUMENT